

SETTLEMENT AGREEMENT AND RELEASE

Introduction

There is currently a lawsuit related to the death of Aaron Campbell pending in the U.S. District Court for the District of Oregon, Case No. CV10-1358 MO (hereinafter referred to as "the Lawsuit"). This SETTLEMENT AGREEMENT AND RELEASE is intended to resolve all asserted and unasserted claims by or on behalf of all persons and entities who did or could have sought compensation or made a claim against any of the Released Parties in connection with any of the incidents described or allegations asserted in the Lawsuit. This SETTLEMENT AGREEMENT AND RELEASE is intended to be interpreted broadly so as to provide the Released Parties with the maximum legal protection possible from future claims, for anything and everything, by anyone and everyone, related in any way to the incidents and allegations contained in, or which could have been contained, in the Lawsuit.

Affected Parties

"Claimants": The Estate of Aaron Campbell by and through its Personal Representative Marva Davis; all actual or potential statutory beneficiaries, creditors or lien-holders of the Estate; family members of Aaron Campbell, including but not limited to Ayanna McClinton-Campbell, Adrianna Nicole Campbell, Adrieon Elijah Campbell, Jaeda Campbell, Aaron Marcel Campbell Jr., Marva Ann Davis (both individually and in her capacity as Personal Representative), John Davis; Timothy Douglass, Sr.; lien holders; subrogation claim holders; John and Marva Davis' Bankruptcy Trustee.

"Released Parties": City of Portland, Ronald Frashour III, Ryan Lewton, Liani Reyna, John Birkinbine, their past and present employees, agents, officers, insurers, attorneys, assigns and all those in interest with them.

Terms

1.1 In consideration of the payment by Chartis (the Released Parties insurer) of the lump sums and the purchase of annuities yielding future periodic payments described specifically in Addendum A hereto, which have a total present value of \$1,200,000.00, the undersigned completely release, forever discharge and hold harmless the Released Parties, their heirs, assigns and successors, from any and all claims, demands and suits, for damages, injuries, wrongful death, equitable relief or otherwise, relating in any way to the subject matter, broadly defined, of the lawsuit referenced above. This includes, but is not limited to, civil rights claims; constitutional claims; 42 U.S.C. § 1983 claims; claims or liens for loss of services, support, association, familial rights, parental obligations, wages, future earning impairment, expenses and/or compensation of any nature whatsoever, whether based on tort, contract or other legal theory, which any of the Claimants now have or which may hereafter accrue or otherwise be acquired. This includes not only the claims which were actually alleged or asserted in the Lawsuit, but also claims that could have been alleged or asserted by or on behalf of any of the Claimants related to the incidents described in the Lawsuit.

1.2 It is understood that this is a settlement of disputed claims and shall not be construed as an admission of liability or fault or wrongdoing by any person or entity and that, in fact, liability, fault and wrongdoing are expressly denied by all of the Released Parties. Claimants are not prevailing parties as that phrase is defined under 42 U.S.C. § 1983, § 1988 or any other rule or statute. Neither Claimants nor the Released Parties are entitled to an award of attorney's fees or costs and the Lawsuit will be voluntarily dismissed, with prejudice and without costs.

1.3 The undersigned shall obtain whatever probate court, bankruptcy court and/or other judicial approval necessary to provide the Released Parties with the fullest and broadest legal protection possible from future claims related in any way to the subject matter of the above lawsuit or its settlement. This includes obtaining specific approval from the probate court for the waiver and release of all future claims by or on behalf of any of Aaron Campbell's minor children. The undersigned will provide the Released Parties with written proof of such probate court, bankruptcy court or other judicial approval including proof that the probate court has specifically approved waiver and release of all future claims by or on behalf of any of Aaron Campbell's minor children against any of the Released parties.

1.4 The undersigned shall pay, satisfy or judicially extinguish any and all liens or subrogation claims out of the settlement monies described in Addendum A, including but not limited to all claims or liens asserted by governmental entities (such as Oregon DHS), and/or related to health care expenses, child or spousal support, or attorney fees. The undersigned shall provide the Released Parties with written proof that the probate court has been advised of and approved satisfaction or extinguishment of all such claims and liens. The undersigned agree to indemnify and hold the Released Parties harmless from any liens or claims asserted by any third parties against any of the Released Parties or against the proceeds of the settlement.

1.5 It is expressly understood and agreed that this Agreement is intended to cover and does cover not only all known claims, injuries, losses, expenses, liens and damages, but also any further injuries, treatment, losses, liens, expenses, attorney fees and damages not now known or anticipated, but which may later develop or be discovered, including all the effects and the consequences thereof, even if new evidence is discovered or there is a change in applicable law.

1.6 Each of the undersigned's individually agree to defend, indemnify and hold the Released Parties harmless from any and all future claims, demands, lawsuits or legal actions made or brought by or on behalf of that undersigned which attempt to assert or litigate any of the claims or allegations which were or could have been raised in the Lawsuit.

1.7 With the exception of John and Marva Davis, the undersigned have the sole right and exclusive authority to execute this Settlement Agreement and have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement. (Settlement of John and Marva Davis' claims are subject to approval by the Bankruptcy Court and/or the Bankruptcy Trustee.)

Ambiguities

2.1 It is understood and agreed that this Settlement Agreement is the work product of attorneys for both Claimants and the Released Parties. Accordingly, any alleged ambiguity in this document will not be interpreted against the Released Parties. Rather, ambiguities will be interpreted so as to provide the Released Parties with the maximum legal protection possible in accordance with the intent expressed in the Introduction, above.

Effective Dates

3.1 This Settlement Agreement shall become effective upon execution on behalf of all Claimants.

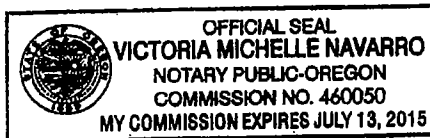
3.2 The lump sum payment specified in Addendum A will be made by May 11, 2012, or upon complete execution of this document together with transmittal of the written proof of probate court/bankruptcy court/bankruptcy trustee approval as specified in paragraphs 1.2 and 1.3 above, which ever occurs later.

EXECUTED this 23 day of July, 2012.

Marva Ann Davis
Marva Ann Davis, as Personal Representative
of the Estate of Aaron Campbell

STATE OF OREGON)
) ss.
County of Multnomah

SUBSCRIBED AND SWORN TO before me this 23 day of July, 2012.



Victoria Navarro
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 13, 2015

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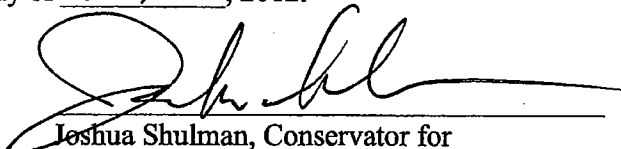
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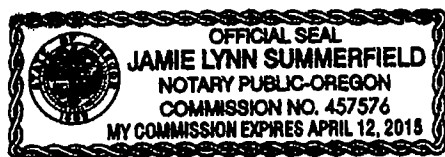
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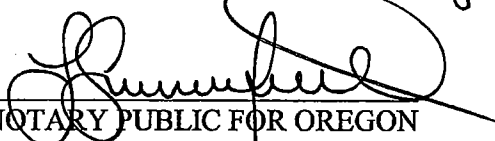
EXECUTED this 26 day of July, 2012.


Joshua Shulman, Conservator for
Aaron Marcel Campbell, Jr.

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 26 day of July, 2012.




NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXECUTED this ____ day of _____, 2012.

Ayanna McClinton-Campbell, Individually,
and as Surviving Spouse of Aaron Campbell,
and as Parent of Adrienne Nicole Campbell
and Elijah Adrien Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

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EXECUTED this ____ day of _____, 2012.


Joshua Shulman, Conservator for
Aaron Marcel Campbell, Jr.

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

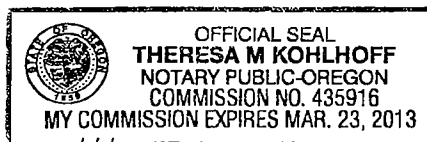
EXECUTED this 29 day of July, 2012.



Ayanna McClinton Campbell, Individually,
and as Surviving Spouse of Aaron Campbell,
and as Parent of ~~Arianne Nicole Campbell~~
and ~~Enjaan Aaron Campbell Jr.~~

STATE OF OREGON)
) ss.
County of Multnomah

SUBSCRIBED AND SWORN TO before me this 29 day of July, 2012.





Theresa M. Kohlhoff
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-23-13

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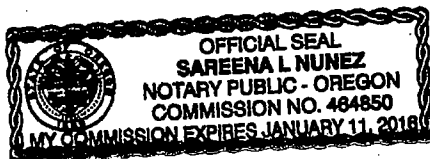
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EXECUTED this 27th day of July, 2012.

Christopher T. Hill
Christopher T. Hill, Conservator for
Adrieen Elijah Campbell

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 27th day of July, 2012.



Sareena L. Nunez
NOTARY PUBLIC FOR OREGON
My Commission Expires: January 11, 2016

EXECUTED this ____ day of _____, 2012.

Molly K. Smith, Conservator for Jaeda Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

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EXECUTED this ____ day of _____, 2012.

Christopher T. Hill, Conservator for
Adrean Elijah Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

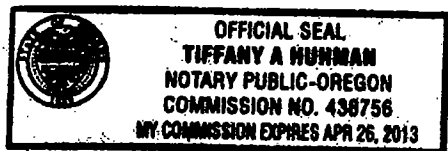
NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXECUTED this 23rd day of July, 2012.

Molly K. Smith, Conservator for Jaeda Campbell

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 23 day of July 2012.



NOTARY PUBLIC FOR OREGON

My Commission Expires: April 26, 2013

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EXECUTED this 23 day of July, 2012.

Marva Ann Davis
Marva Ann Davis, Individually and as
Mother of Aaron Campbell

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 23 day of July, 2012.



Victoria Navarro
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 13, 2015

EXECUTED this ____ day of _____, 2012.

Scott F. Kocher, Conservator for
Adrieanna Nicole Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

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EXECUTED this ____ day of _____, 2012.

Marva Ann Davis, Individually and as
Mother of Aaron Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

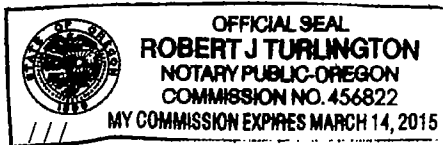
NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXECUTED this 27th day of July, 2012.

Scott F. Kocher, Conservator for
Adrieanna Nicole Campbell

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 27 day of July, 2012.



NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/14/2012-2015

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EXECUTED this 27th day of July, 2012.

[Signature]
Timothy Douglass, Sr., Individually and
as Father of Aaron Campbell

WASHINGTON
STATE OF ~~OREGON~~)
County of Clatsop) ss.

SUBSCRIBED AND SWORN TO before me this 27th day of July, 2012.
[Signature]
NOTARY PUBLIC FOR OREGON WASHINGTON
My Commission Expires: 8/3/2013

EXECUTED this ____ day of _____, 2012.

John Davis, Individually and as
Step-Father of Aaron Campbell

STATE OF OREGON)
County of _____) ss.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

APPROVED AS TO FORM:

James E. McCandlish, OSB #752469
Tom Steenson OSB #743131
Attorneys for Plaintiffs in the Lawsuit

EXECUTED this ____ day of _____, 2012.

Timothy Douglass, Sr., Individually and
as Father of Aaron Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

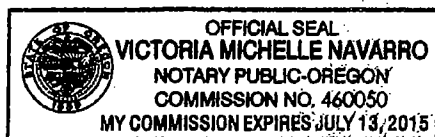
NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXECUTED this 23 day of July, 2012.

John E. Davis
John Davis, Individually and as
Step-Father of Aaron Campbell

STATE OF OREGON)
) ss.
County of Multnomah)

SUBSCRIBED AND SWORN TO before me this 23 day of July, 2012.



Victoria Navarro
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 13, 2015

APPROVED AS TO FORM:

James E. McCandlish, OSB #752469
Tom Steenson OSB #743131
Attorneys for Plaintiffs in the Lawsuit

EXECUTED this ____ day of _____, 2012.

Timothy Douglass, Sr., Individually and
as Father of Aaron Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXECUTED this ____ day of _____, 2012.


John Davis, Individually and as
Step-Father of Aaron Campbell

STATE OF OREGON)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2012.

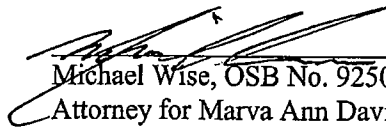
NOTARY PUBLIC FOR OREGON
My Commission Expires:

APPROVED AS TO FORM:



James E. McCandlish, OSB #752469
Tom Steenson OSB #743131
Attorneys for Plaintiffs in the Lawsuit

APPROVED AS TO FORM:


Michael Wise, OSB No. 925069
Attorney for Marva Ann Davis

Theresa M. Kohlhoff, OSB #803981
Attorney for Ayanna McClinton-Campbell
Individually

APPROVED AS TO FORM:

Michael Wise, OSB No. 925069

Attorney for Marva Ann Davis

Theresa M. Kohlhoff

Theresa M. Kohlhoff, OSB #803981

Attorney for Ayanna McClinton-Campbell

Individually